

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. DEPARTMENT OF ENERGY
AND
THE MINISTRY OF SCIENCE AND TECHNOLOGY, REPUBLIC OF KOREA
PROVIDING FOR A COOPERATIVE LABORATORY RELATIONSHIP AMONG
ARGONNE NATIONAL LABORATORY,
THE KOREAN ATOMIC ENERGY RESEARCH INSTITUTE
AND
THE KOREAN NUCLEAR FUEL DEVELOPMENT INSTITUTE

A sister laboratory arrangement existed between the Korean Atomic Energy Research Institute (KAERI) and Argonne National Laboratory (ANL) from July 1964 through June 1966 for cooperation in the peaceful uses of atomic energy. That relationship was re-established in June 1976. It is now the desire of both parties to expand this cooperation to include the Korean Nuclear Fuel Development Institute (KNFDI) by entering into this superseding Memorandum of Understanding. Provisions regarding services, advice, consultation, assistance and cooperation covered by this Memorandum of Understanding are outlined below. The U.S. Department of Energy (DOE) and the Korean Ministry of Science and Technology (MOST), hereinafter called the Parties, agree as follows:

1. Interchange of Personnel

The Ministry of Science and Technology may send one or more staff members of KAERI and/or KNFDI per year to Argonne for work experience in such fields as may be agreed. Such assignments will normally be for periods of approximately one year but other terms may be arranged. Such assignments will be made at no expense to Argonne, all travel and living expenses to be borne by KAERI or KNFDI. The fields in which experience will be provided will be mutually agreed to by ANL and KAERI or KNFDI and such assignments will have the concurrence of the DOE. When appropriate, ANL staff members, with DOE concurrence, could be assigned to KAERI or KNFDI. Travel and living expenses will be borne by KAERI or KNFDI in a manner agreeable to the visiting scientist(s) as well as ANL and DOE on the U.S. side and KAERI or KNFDI and MOST on the Korean side.

Such assignments shall be subject to an assignment of personnel agreement. Assignments to KAERI, KNFDI or ANL may be terminated by Ministry of Science and Technology or DOE any time prior to expiration of the expected period of assignment on 30 days notice.

2. Advice and Consultation

Advice and consultation will be provided by ANL to KAERI or KNFDI as mutually agreed in areas in which the necessary expertise resides in Argonne staff members. In no instance will the exchange involve information sensitive from a proliferation perspective. If the necessary expert advice is not available at Argonne, ANL will attempt to identify other expert sources and may assist, if desired, in making arrangements for obtaining the desired advice and consultation. The expert knowledge available in other national laboratories will be used to the greatest extent possible. Advice and consultation may take the form of answers to inquiries by mail or may involve short visits to KAERI or KNFDI. If visits are necessary, the travel and living expenses will be provided by KAERI or KNFDI.

3. Small Item Purchase

Argonne may assist KAERI or KNFDI in obtaining non-sensitive items which are difficult to obtain through their normal sources or which are urgently needed on a time scale which their normal sources cannot meet. At no time will items sensitive from a proliferation perspective be provided.

ANL may, where appropriate, also supply items from its own stock. ANL will bill KAERI or KNFDI full cost in accordance with DOE pricing policy for actual purchase and shipping costs.

4. Liability

No warranty of any kind is made by ANL or DOE for any materials, information or services that may be furnished KAERI or KNFDI under this Memorandum of Understanding.

KAERI and KNFDI shall indemnify and save harmless the United States Government, DOE, ANL, the University of Chicago, Argonne Universities Association, and their officers, trustees, agents, and employees from any and all liability arising out of this Memorandum of Understanding including liability for bodily injury to the assigned employee(s).

5. Reports and Other Publications

ANL, with the concurrence of DOE, and KAERI or KNFDI agree to exchange reports and other publications which they have the right to disclose in areas of mutual interest. In no case shall there be an exchange of proprietary information.

6. Rights to Inventions or Discoveries

A. With respect to any invention or discovery made or conceived in the course of or under this Memorandum of Understanding:

1. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors, in connection with exchanges of scientists, engineers and other specialists:

(a) The Receiving Party shall acquire all right, title and interest in and to any such invention or discovery in its own country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

(b) The Assigning Party shall acquire all right, title and interest in and to any such invention or discovery in its own country, subject to a non-exclusive, irrevocable royalty-free

license to the Receiving Party, with the right to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

2. If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Memorandum of Understanding by one of the other Parties, or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party of a royalty-free, non-exclusive, irrevocable license with the right to grant sublicenses in and to any such invention or discovery and to any patent application, patent or other protection relating thereto in all countries.

B. The Parties shall provide all necessary cooperation from its inventors to carry out the provisions of paragraphs a and b above.

C. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

D. Copyrights of either Party or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection.

E. Any material which may be subject to copyright developed in any cooperative activity may be copyrighted. A Party securing a copyright or rights thereto shall grant a royalty-free license to the other Party to reproduce the copyrighted material.

7. Coordinators

In order to provide a central point of contact in each organization, ANL, KAERI and KNFDI will name coordinators for the cooperative laboratory relationship, through whom all requests and arrangements will be made.

8. Duration

This Memorandum of Understanding supersedes the Memorandum of Understanding between the U.S. Energy Research and Development Administration and the Korean Atomic Energy Commission providing for a sister laboratory relationship between Argonne National Laboratory and the Korean Atomic Energy Research Institute of June 16, 1976.

This Memorandum of Understanding shall enter into force upon the later date of signature of a Party, shall continue in force for a five (5) year period, and may be amended or extended by mutual written agreement of the Parties.

This Memorandum of Understanding may be terminated at any time at the discretion of either of the Parties upon sixty (60) days advance notification in writing by the Party seeking to terminate the Memorandum of Understanding. Such termination shall be without prejudice to the rights which may have accrued under this Memorandum of Understanding to the Parties up to the date of such termination.

Done in duplicate.

FOR THE UNITED STATES DEPARTMENT
OF ENERGY

BY Walter Ryznar

TITLE Ambassador to the
Republic of Korea

DATE December 18, 1979

FOR THE KOREAN MINISTRY OF
SCIENCE AND TECHNOLOGY

B. W. Lee
Commissioner

Atomic Energy Commission
Ministry of Science & Technology

December 18, 1979

PROTOCOL ON THE MEMORANDUM OF UNDERSTANDING

In View of the merger of the Korea Nuclear Fuel Development Institute and the Korea Atomic Energy Research Institute into the Korea Advanced Energy Research Institute, we request that the 1979 Memorandum of Understanding with the Department of Energy providing for cooperation with Argonne National Laboratory be amended as follows: Substitute the name or initials of the Korea Advanced Energy Research Institute wherever the Names or initials of the two former institutes appear in this Memorandum of Understanding.

FOR THE KOREAN MINISTRY OF
SCIENCE AND TECHNOLOGY

BY B. W. Lee

TITLE Atomic Energy Commissioner

DATE August 20, 1981

FOR THE UNITED STATES
DEPARTMENT OF ENERGY

BY Peter Bork

TITLE Acting Assistant Secretary
for International Affairs

DATE September 9, 1981